

# EXHIBIT A

## Software Development Services Agreement

This Software Development Services Agreement (the “Agreement”) is entered into the date set forth on the signature page by and between EMTECH (the “Company”) and the undersigned, WebDbTech, LLC (“Developer”).

The parties agree as follows:

1. **Services.** Developer agrees to act as a software developer to the Company and provide its services to the Company from time to time as mutually agreed to by the parties (collectively, the “Services”).

2. **Compensation.** As full and complete consideration of the Services to be rendered hereunder, the Company shall pay Developer for its Services at the agreed rate of FOUR HUNDRED THOUSAND DOLLARS (\$400,000).

3. **Expenses.** The Company shall promptly reimburse Developer for any reasonable costs and expenses incurred by Developer in connection with any Services specifically requested by the Company and actually performed by Developer pursuant to the terms of this Agreement. Each such expenditure or cost shall be reimbursed only if: (i) with respect to costs in excess of \$50, individually, Developer receives prior approval from the Company’s CEO for such expenditure or cost, and (ii) with respect to costs in less than \$50, individually, provided Developer furnishes to the Company adequate records and other documents reasonably acceptable to the Company evidencing such expenditure or cost.

4. **Term and Termination.** The term of this Agreement shall continue until terminated by either party for any reason upon written notice without further obligation or liability except obligations already incurred with respect to Compensation. Notwithstanding the foregoing, to provide the parties with adequate operational lead time, they agree to provide each other with at least one (1) month’s prior written notice in the event of termination.

### 5. **Independent Contractor.**

Developer’s relationship with the Company will be that of an independent contractor and not that of an employee. Developer will not be eligible for any employee benefits, nor will the Company make deductions from payments made to Developer for employment or income taxes, all of which will be Developer’s responsibility. Developer will have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company. Similarly, the software developers assigned work pursuant to this Agreement are Independent Contractors working at the request of Developer and will not be employed by Company without prior notice to and approval by Developer.

### 6. **Nondisclosure of Confidential Information.**

#### a. **Agreement Not to Disclose.**

Developer agrees not to use any Confidential Information (as defined below) disclosed to Developer by the Company for Developer’s own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Services. Developer agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent it from falling into the public domain or the possession of persons other than agents of the Company or persons to whom the Company consents to such disclosure. Upon request by the Company, any materials or documents that have been furnished by the Company to Developer in connection with the Services shall be promptly returned by Developer to the Company.

#### b. **Definition of Confidential Information.**

“Confidential Information” means any information, technical data or know-how of, or disclosed by, the Company to Developer (whether disclosed before or after the date of this Agreement), including, but not limited to, information relating to business and product or service plans, financial projections, customer lists, business

forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, marketing or finance, which is indicated when disclosed to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information does not include information, technical data or know-how that: (i) is in the possession of Developer at the time of disclosure, as shown by Developer's files and records immediately prior to the time of disclosure; or (ii) becomes part of the public knowledge or literature, not as a direct or indirect result of any improper inaction or action of Developer. Notwithstanding the foregoing, Developer may disclose Confidential Information with the prior written approval of the Company or pursuant to the order or requirement of a court, administrative agency or other governmental body.

7. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Company, nor shall this Agreement grant Developer any rights in or to the Company's Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

8. **Assignment of Intellectual Property.** To the extent that Developer jointly or solely conceives, develops or reduces to practice any new inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property which would be deemed to be Confidential Information of the Company (collectively, "**Intellectual Property**") which clearly relates to the Company's business or technology and has been created by the Developer solely in the course of the performance of Services such as in correspondence, e-mails, meetings or meetings relating to the Company, Developer hereby acknowledges that it is "work made for hire" for the benefit of the Company and hereby assigns all rights, titles and interest to such Intellectual Property to the Company.

9. **Duty to Assist.** As requested by the Company and only with respect to Intellectual Property created by Developer for the Company as provided in paragraph 8 above, Developer shall take all steps reasonably necessary to assist the Company in obtaining and enforcing in its own name any such Intellectual Property right. Developer's obligation to assist the Company shall continue beyond the termination of Developer's relationship with the Company, but the Company shall compensate Developer at a reasonable rate after the termination of such relationship for time actually spent at the Company's request providing such assistance.

10. **Company's Right to Disclose.** The Company shall have the right to disclose the existence of this Agreement, Developer's status as an Developer, and to include Developer's name, image and profile in various promotional materials, including, but not limited to, executive summaries, private placement memo, or offering materials, and the Company's world wide web page.

11. **No Conflicts; Non-Compete.** Developer hereby represents, warrants and covenants that Developer has the right, power and authority to enter into this Agreement and that neither the execution nor delivery of this Agreement, nor the performance of the Services by Developer will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which Developer is now or hereinafter becomes obligated. During the term of this Agreement, Developer shall not provide any services, as an employee, Developer or otherwise, to any person, company or entity that is (or proposes to be) a business activity that is in conflict with or directly related to the business in which the company is now involved or becomes involved during the term of this Agreement.

12. **Miscellaneous.** Any term of this Agreement may be amended or waived only with the written consent of the parties. This Agreement, including any schedules hereto, constitute the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware without

giving effect to the principles of conflict of laws. original, but all of which together will constitute  
This **Agreement** may be executed in one and the same instrument.  
counterparts, each of which shall be deemed an

### **Services**

The scope of this agreement is limited to the following services:

- Software development in relation with the company proposed website changes.
- Evaluating blockchain use in creating immutable track of the renewable energy.
- Token Design
  - Research token base concepts
  - Create several base script a,b, and c
  - Implement a,b, and c base contracts
  - Simulate the base concept contracts
  - QA the transactions
  - Redesign the final token design
  - Deploy the design contract on the test network
  - Test transactions
  - Modifications and updates
- Smart Contract
  - Research selected smart contract
  - Validate reflection
  - Create 4 way reflection model
  - Create 3 way reflection model
  - Create 2 way reflection model
  - Create testing model
  - Deploy the contracts on test network
- Token Mining
  - Design the mining pool
  - Design the RAMP
  - Design the operational aspect
  - Design the rewards system
  - Design the algorithm
  - Build the prototype
  - Update the Contract
- NFT Bounds Offering
  - Design the NFT Bounds for ROBe<sup>2</sup>
  - Custome develop each NFT from scratch
  - Create the registration system
  - Deploy the NFTs
- Test Network Deployment
- Main Network Deployment

**SIGNATURES ARE ON THE PAGE TO FOLLOW**

**Signature Page**

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of June 1st, 2021 (the "Effective Date").

<b><u>EMTECH</u></b>	<b><u>WebDbTech LLC</u></b>
By: _____ Name: <u>Tom Davis</u> Title: <u>Partner</u> Dated: <u>December 9, 2021</u>	By: _____ Name: _____ Title: <u>CEO</u> Dated: _____